

RECORDATION NO. 20270-R FILED
MAR 9 '98 1-25 PM

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

RECEIVED
SURFACE TRANSPORTATION
BOARD

MAR 9 1 21 PM '98

March 9, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Security Documents Supplement No. 2, dated March 3, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Restated Security Agreement and Restated Assignment of Lease, previously filed with the Board under Recordation Numbers 20270-O and 20270-P.

The names and addresses of the parties to the enclosed document are:

Borrower: DJJ Leasing Ltd.
300 Pike Street
Cincinnati, Ohio 45202

Secured Party: BankBoston, N.A.
100 Federal Street
Boston, Massachusetts 02110

A description of the railroad equipment covered by the enclosed document is:

fifty (50) railcars bearing CFNR reporting marks and road numbers 52001 through 52050, inclusive. The Lease referred to in the Supplement is being filed concurrently herewith under Recordation Number 21263.

Mr Vernon A. Williams
March 9, 1998
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twenty-five (25) railcars bearing CSS reporting marks and road numbers 30100 through 30124, inclusive The Lease referred to in the Supplement is being filed concurrently herewith under Recordation Number 21262

Also enclosed is a check in the amount of \$24 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SECURITY DOCUMENTS SUPPLEMENT

MAR 9 '98

1-25 PM

SUPPLEMENT NO.2
TO THE
AMENDED AND RESTATED SECURITY AGREEMENT
DATED AS OF DECEMBER 31, 1997
BETWEEN
DJJ LEASING LTD.
(the "BORROWER")
AND
BANKBOSTON, N.A.,
AS ADMINISTRATIVE AGENT
(the "ADMINISTRATIVE AGENT")
AND
TO THE AMENDED AND RESTATED
ASSIGNMENT OF LEASES
BETWEEN
THE BORROWER
AND
THE ADMINISTRATIVE AGENT

WHEREAS:

A. The Borrower, the Lenders party thereto and the Administrative Agent entered into a certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to lend to the Borrower funds in an aggregate principal amount not in excess of the amount provided therein;

B. Pursuant to the Credit Agreement, the Borrower and the Administrative Agent entered into a certain Amended and Restated Security Agreement dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. Pursuant to the Credit Agreement, the Borrower and the Administrative Agent entered into a certain Amended and Restated Assignment of Leases dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases");

D. Pursuant to the Credit Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Administrative Agent supplements to its Security Agreement and Assignment of Leases (each, a "Security Documents Supplement") describing the properties and assets which shall constitute the Collateral for the Obligations, and it is therefore a condition precedent to the obligation of the Lenders to make or maintain Loans that the Borrower shall execute and deliver to the Administrative Agent this Security Documents Supplement;

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Credit Agreement):

1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto.

2. The Borrower represents and warrants as follows:

(i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof; and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 3rd day of March, 1998.

DJJ LEASING LTD.

By

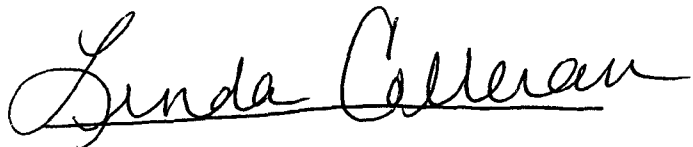
Name: James H. Goetz
Title: Vice President, CFO

BANKBOSTON, N.A.

as Administrative Agent

By:

Name: 
Title: DEXTER FREEMAN
Director



LINDA J. COLLERAN
Notary Public
My Commission Expires Sept. 14, 2001

LINDA J. COLLERAN
Notary Public
My Commission Expires Sept. 14, 2001

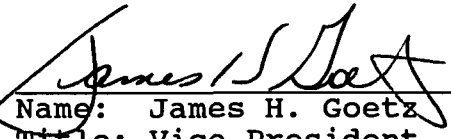
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IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 3rd day of March, 1998.

DJJ LEASING LTD.

By


Name: James H. Goetz
Title: Vice President, CFO

BANKBOSTON, N.A.

as Administrative Agent

By: _____

Name:
Title:

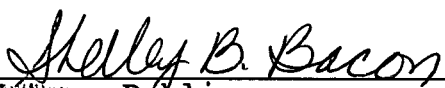
TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF March 3, 1998,
BETWEEN DJJ LEASING LTD. AND BANKBOSTON, N.A., AS ADMINISTRATIVE
AGENT.


ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

<u>Rptg Mark</u>	<u>Car Numbers</u>	<u>AAR Desq.</u>	<u>Contract</u>	<u>Effective Date</u>
CSS	30100 through 30124 (inclusive)	G519	Chicago South Shore & South Bend Railroad	Feb. 27, 1998
CFNR	52001 through 52050 (inclusive)	G519	California Northern Railroad Company, L.P.	Mar. 3, 1998

STATE OF OHIO)
) ss:
HAMILTON COUNTY)

On this 3rd day of March, 1998, before me, personally appeared James H. Goetz to me personally known, who being by me duly sworn, says that he resides at 210 Hosea, Cincinnati, OH and is Vice President, CFO of DJJ Leasing, Ltd., that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its Committee; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.



Notary Public


MELLEY B BACON
Notary Public, State of Ohio
My Commission Expires July 22, 2002